

**GOVERNMENT OF ODISHA**



**PANCHAYATI RAJ AND DRINKING WATER DEPARTMENT**

**BID DOCUMENT**

**NAME OF THE PROJECT:** Improvement of road with CD work from Rugudisahi to Mahalisahi, G.P-Kiajhar

**Bid Identification /DTCN No. 673 /06.02.2019 / P.S Danagadi/2018-19**

**PANCHAYAT SAMITI, DANAGADI.**

PANCHAYAT SAMITI, DANAGADI

DETAILED TENDER CALL NOTICE

No. 673 -Dt-06/02/2019.

1. Sealed percentage rate bids are invited by PanchayatSamiti, Danagadi, in single cover from contractors registered with the state government and contractors of equivalent Grade / class registered with other state Government / Central Government / MES / Railways mentioned in column no.5 in tender call notice for execution of civil works on production of definite proof from the appropriate authority in prescribed form for following works as mentioned below .

Sl. No.	Name of the work	Approx. estimated cost. (inRs. )	EMD (inRs. )	Class of contractor	Cost of Tender Paper (inRs.)	Period of completion
1	2	3	4	5	6	7
1	Construction of Kusumjhari CC road G.P- Chitri.	2526810.00	25300.00	"B" & "C"	6000.00	Four calendar months
2	Construction of compound wall at Jhadeswar Mahavidyalaya G.P-Chitri.	1329115.00	13300.00	"C" & "D"	6000.00	Four calendar months
3	Improvement of road from ChitriNuasahi to Nuagaon G.P: Chitri.	2946699.00	29500.00	"B" & "C"	6000.00	Four calendar months
4	Construction of CC road from GP office RD road to Kutabahali G.P: Chitri .	1409433.00	14100.00	"C" & "D"	6000.00	Four calendar months
5	Improvement of road from Ambabeda to Burudisahi G.P.: Kiajhar	2651932.00	26600.00	"B" & "C"	6000.00	Four calendar months
6	Improvement of road with CD work from Rugudisahi to Mahalisahi. G.P- Kiajhar.	3237892.00	32400.00	"B" & "C"	6000.00	Four calendar months
7	Improvement of road from Itajhar to Kachsahi. G.P- Kiajhar.	1602212.00	16100.00	"C" & "D"	6000.00	Four calendar months
8	Improvement of road from RD road to Dakhinapasi with CD work G.P.:Nadiabhanga	2211677.00	22200.00	"B" & "C"	6000.00	Four calendar months
9	Improvement of road from Baghrasahi to Sunsuniapokhari with CD work G.P:Nadiabhanga	2652914.00	26600.00	"B" & "C"	6000.00	Four calendar months
10	Improvement of road from SaganDahiBandha to BarabankiMajhisahi with CD work G.P.:Nadiabhanga	1771547.00	17800.00	"C" & "D"	6000.00	Four calendar months
11	Improvement of road from Barabanki school to DehurySahi G.P.: Nadiabhanga	1330217.00	13400.00	"C" & "D"	6000.00	Four calendar months
12	Improvement of road of Pahadasahi village road , G.P-Nadiabhanga	2219188.00	22200.00	"B" & "C"	6000.00	Four calendar months
13	Construction of CC road from Kharakhai to Bagharasahi with CD work G.P: Nadiabhanga	1342247.00	13500.00	"C" & "D"	6000.00	Four calendar months
14	Improvement of road from Jhementahudi to AWC with CD work G.P- Nadiabhanga.	1327322.00	13300.00	"C" & "D"	6000.00	Four calendar months
15	Improvement of road from Dhananjaypur to Ramthenga G.P- Nadiabhanga.	2211098.00	22200.00	"B" & "C"	6000.00	Four calendar months
	<b>Contractor</b>					
						<b>Block Development Officer, Danagadi</b>

16	Improvement of road from Nepahudi to Jamupasi with CD work G.P- Nadiabhanga.	2212526.00	22200.00	"B" & "C"	6000.00	Four calendar months
17	Completion of Kanyasuka village road G.P- Nadiabhanga.	1342247.00	13500.00	"C" & "D"	6000.00	Four calendar months
18	Construction of Boundary wall at Khandara Primary School G.P- Nadiabhanga.	1330230.00	13300.00	"C" & "D"	6000.00	Four calendar months
19	Improvement of road from Gandasahi to Gamharipatia railway line G.P: Salijanga	1326445.00	13300.00	"C" & "D"	6000.00	Four calendar months
20	Improvement of road from Sahupur to Dhinkisala G.P: Salijanga	2653016.00	26600.00	"B" & "C"	6000.00	Four calendar months
21	Improvement of road from Baghuapal Chhack to Birisahi G.P: Salijanga	1326445.00	13300.00	"C" & "D"	6000.00	Four calendar months
22	Improvement of road from Durgapur to Gamharipatia railway line G.P: Salijanga	2649886.00	26500.00	"B" & "C"	6000.00	Four calendar months
23	Improvement of road from Gamharipatia village to railway line G.P: Salijanga	1769319.00	17700.00	"C" & "D"	6000.00	Four calendar months
24	Improvement of road from Baghuapal Market Complex to Birisahi via Kandesahi G.P: Salijanga	3494795.00	35000.00	"B" & "C"	6000.00	Four calendar months
25	Improvement of road from RD road to Kulapita G.P: Salijanga	2201344.00	22100.00	"B" & "C"	6000.00	Four calendar months
26	Improvement of road from NH to Belanda village with CD work GP: Salijanga	2233622.00	22400.00	"B" & "C"	6000.00	Four calendar months

2. The sale of the Bid document shall start from the date of publication in <http://www.jajpur.nic.in> during office hours in the office of the PanchayatSamiti, Danagadi, Jajpur

3. Bids shall be received in the office of the PanchayatSamiti, Danagadi, Jajpur till **Dt. 18.02.2019 up to 5.00PM- through Registered Post/Speed Post**. The authority will not be held responsible for postal delay in the delivering of the documents or non-receipt of the same.

4. The tender will be opened in the office of the PanchayatSamiti, Danagadi, Jajpur at **11.00AM, on 19.02.2019** in presence of the bidders or their authorized representatives. In case of holidays, next working day will be considered.

5. The bid documents can be obtained from the Office of the PanchayatSamiti, Danagadi, Jajpur in person on application and payment of cost of bid documents in **demand draft/Bankers cheque drawn in favour of B.D.O, Danagadi, Jajpur payable at S.B.I. DuburiProject, Danagadi**. The bid document can be downloaded from the official web site of Jajpur District (<http://www.jajpur.nic.in>). In case of downloaded bid document the cost of bid document should be attached with the bid. The cost of bid document is not refundable. The envelope containing bid document should be superscribed with **"Tender Call Notice Number- 673/ 06.02.2019"**.

6. The undersigned reserves the right to negotiate or reject any or all the tenders in the interest of the Govt. with or without assigning any reason thereof. Any dispute in this matter will be settled up under the Jurisdiction of Jajpur District. **(The bids of the defaulting contractors of this block those who have not completed the work in time are liable for rejection.)**

7. The additional performance security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e estimated cost put to tender – minus the quoted amount as Additional Performance Security (APS) in shape of Term Deposit receipt pledged in favour of B.D.O. Danagadi/ Bank guarantee in favour of BDO, Danagadi from any nay Nationalized/ Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the BDO, Danagadi (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money/ Bid Security shall be forfeited. Further proceeding for blacklisting shall be initiated against the bidder. The concerned APS will be returned to the bidder after completion of work in all respect i.e. Final bill paid.

8. **The tender documents sent through registered /Speed Post** and if does not reach the concerned office by the above date and time, the officer will not be considered on any account even if the tender documents were dispatched by the tenderer before the due date.

Contractor

Block Development Officer,  
Danagadi.

9. The tender is to be submitted in one cover is to contain EMD, signed DTCN on every page, price bid duly filled in and signed by the tenderer, attested copy of registration certificate, proof of Danagadi Panchayat Samiti registered contractor, PAN card, valid GSTIN certificate, certificates duly filled-in mentioning valid E-mail address and valid mobile number is mandatory in the check list column and other documents as per the relevant clauses of this DTCN and special conditions if any. The cover is to be sealed and superscribed as the bid of the works as mentioned in column No.2 of the tender call notice.

10. The bid must be accompanied by EMD of the amount @ 1% (One percent) of the estimated cost to tender as mentioned in column No.4 along with tender in shape of National Savings Certificates /Kissan Vikash Patra /Post Office Savings Banks account/Post Office Time Deposit Account/Bank Guarantee in favour of BDO, Danagadi from any nay Nationalized/ Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar as per the terms and conditions laid down in OGFR and in no other form. Tenders not accompanied with EMD as specified above shall be liable for rejection.

11. (i) The tender paper should be accompanied with the attested true copies of the documents specified in the checklist like proof of Danagadi P.S. registered contractor, valid registration certificate, valid GSTIN certificate and PAN card which are mandatory and the original certificate are to be produce within 3 (Three) days of opening of the tender before the B.D.O, Danagadi for verification and mentioning about relaxation (if any) in the license otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.
  - ii) The work is to be completed in all respects within specified period inclusive of rainy season as mentioned in the column No.7 of the tender call notice. Tenderers whose tender is accepted must submit a work program at the time of execution of Agreement.
12. All tenders received will remain valid for a period of 90 (Ninety) days from the last date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and the Department.
13. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of bid shall be debarred from qualification. The tenderer is to furnish an affidavit at the time of submission of tender paper about the authentication of tender documents. An affidavit to this effect is to be furnished in schedule-C. **Non-furnishing of information in schedule-C and required affidavit in schedule-C, the bid document will be summarily rejected.**
14. **No Relation Certificate.**  
The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.R. Department or Assistant/Under Secretary & above in the P.R. Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited and he shall be liable to make good the loss or damages resulting for such cancellations. The proforma for non-relationship certificate is contained in a separate sheet vide Schedule-A.
15. If an Individual makes the application, the individual should sign above his full type written name and current address.
16. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and full name of his firm with its current address.
17. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
18. If the Application is made by a limited company or a corporation, it shall be sign by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.
19. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.
20. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information should be submitted in English. The applicant's name should appear on each page of the application along with his signature or the signature of the authorized representative at the bottom of each page.
21. Instruction for quoting percentage rate below /above the estimated cost amendment to para -3.5.5 of O.P.W.D. Code Volume-1.

Following new provisions shall be made to quote the rate of work by the contractor.

3.5.5 (V) – Percentage Rate Contract –

Percentage contract will be in addition to item rate, lump sum contracts etc. In such contracts the schedule of quantities shall mention estimated rate of such item and amount there to. The contractor has prescribed format appended to the tender documents. The contractor participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offer shall be considered after opening of all packages called in the same tender notice. The contractors who wish to tender for two or more works to which they refer, written on the envelope.

Contractor

  
Block Development Officer,  
Danagadi.

The adopted format for percentage rate is same as date of form adopted for item rate tenders but the word "item rate" shall be replaced by "percentage rate" and contract form may be named as p-1. In this form, time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract. The contract can also be terminated with penalty when the progress of work is not as per the conditions of contract. The quantity mentioned can be increased or reduced to the extent of 10% per individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above period approval of competent authority is mandatory before making any payment. The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.

In case of percentage rate tenders, only percentage quoted shall be considered. Percentage quoted by the contractor shall be accurately filled in figures and words so that there is no discrepancy. But if any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the contractor in words shall be taken as correct. If any discrepancy is found in the percentage quoted in percentage excess /less and total rate quoted by the contractor, then percentage will be taken as correct. The percentage quoted in the tender without mentioning excess or less and not supported with corresponding amount will be treated as excess. The contractor will write percentage excess or less up to two decimal point only. If he writes the percentage excess or less up to two or more decimal points, the first decimal point shall only be considered without rounding off. Where the contractor has omitted to quote the rates either in figures and words, the officer opening the tender should record the omission.

Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.

22. The tenderer shall carefully study the tentative drawing and specification applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and details specifications for and other relevant specifications and drawings which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers, cannot be entertained.
23. The drawing furnished with the tender is tentative and subject to revision or modification as tendered during the execution as per actual necessity and details test conducted. But the tendered rates quoted by the tenderer will hold good in case of such modification of drawings during the time execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall, however be executed as per final approved drawing to be issue by the Engineer-in-charge as and when required.
24. Every tenderer is expected before quoting his rates to inspect the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
25. The offer of tender shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, Foot Bridge, Pylon base, winch stand and derrick etc. as required for the work.
26. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the borings shown in Cross Section.
27. The tenderer may at his option quote reasonable for each item of work carefully so that rate for one item should not be unworkable low and others too high for others.
28. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
29. Letters etc. found in the tender box regarding raising or lowering the rates or dealing with any point in connection with the tender will not be considered except the case related to clause no.22.
30. Schedule of quantities are accompanied in the DTCN (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions set forth in the conditions of the contract and such omissions, deductions, additions or alternations etc. forth shall no way invalidate the contract and no extra monetary compensation, will be entertained.
31. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what-so-ever.
32. The earnest money will be retained and dealt with as per the terms and conditions of the O.P.W.D. code.
33. The bidder/tenderer, whose bid has been accepted, will be notified of the award by the BDO, Danagadi prior to expiration of the validity period by e-mail, SMS confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-Charge will pay the contractor as prescribed by the contract (Herein after and in the contract called the "Contract Price").

The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (initial Security Deposit) in form of Deposit receipt of Schedule Bank/ KissanVikashPatra/Post Office Saving Bank Account/ National Savings Certificate /Postal Times Deposit account duly pledge in favour of the BDO, Danagadi and in no other form which including the amount already deposited as bids security (earnest money) shall be 2% of the value of the tendered amount (excluding 1% deposited toward hiring of equipment /machinery from outside the state if any ) and sign the agreement in the prescribed of PWD form for the fulfillment of the contract in the office of the BDO, Danagadi.

Contractor

  
Block Development Officer,  
Danagadi.

The security deposit together with the earnest money & the amount withheld according to the provision of P1 agreement shall be retained at security for the due non-fulfillment of this contract and additional performance security in accordance with the provision of the agreement. The agreement will incorporate all agreements between the officer inviting the bid/ Engineering Staff in-charge and the successful bidder. Within fifteen days following the notification of award along with the letter of Acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-charge. Following documents shall form part of the agreement.

- a) The notice inviting bid, of the document including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence there to and required amount of performance security.
- b) Standard PWD form P1 with latest amendments.

Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the bid security (earnest money). No contract (tender) shall be finally accepted until the required amount of initial security is deposited. **The security will be refunded after one year of completion of the work & payment of the final bill and will not carry any interest.** As concurred by law department and finance department in their U.O.R. No.848 dtd.21.05.97 J.O.R. No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.

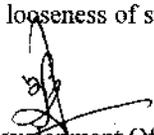
34. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Orissa and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the state of Orissa.
35. The contractor should be liable to fully indemnify the department for payment of compensation under workman compensation Act. VIII of 1923 on any account of the workman employed by the contractor and full amount of compensation paid will be recovered from the contractor.
36. Tenderers are required to abide by the fair wages clause as introduced by the Govt. of Works department L. No. VIII-R 8/5225-dtd.26.02.55 and No.HM-56/628842(5) dt. 27.09.61 as amended from time to time.
37. In case of any complaint by the labour working about the nonpayment or less payment of his wages as per latest minimum Wages Act, the BDO, Danagadi will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the B.D.O. Danagadi is final and binding on the contractor.
38. The contractor shall bear cost of various incidental, sundries and contingency necessitated by the work in full within the following and similar category.
  - a) Rent, royalties and other charges of materials, octroi duty, all other taxes including goods and services tax, ferry tolls conveyance charges and other cost on account of land building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work site as required by the tender for collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
  - b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
  - c) Suitable water supply including pipe water supply whether available for the staff and labour as well as for the work.
  - d) Suitable equipments and wearing apparatus for the labour engaged in risky operations
  - e) Fees and duties levied by the municipal, canal supply authority.
  - f) Suitable fencing barriers, signal including paraffin and electric signal where necessary at work and approaches in order to protect public and employees from accidents.
  - g) Compensation including the cost of any suit for injury to persons or property due to neglect of any measure of precaution also become payable due to operation of the work men compensation act.
  - h) The contractor has to arrange adequate lighting agreement for the work wherever necessary at his own cost.
39. After the work is finalized all surplus materials should be removed from the work site. Preliminary work such as vats, mixing platform etc. should be dismantled and all materials removed from the site and premises left neat and clean, this should be inclusive of the rates.
40. No payment will be made for benchmarks, level pillars profiles and benching and leveling the ground wherever required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of work.
41. It should be understood clearly that no claim what so ever will be entertained to extra items of works quantity of any item besides estimated amount unless written order from the engineer-in-charge and rate settled before the extra item of work or extra quantity of any items of work is taken up.
42. The tenderer shall have to abide by the CPWD safety code rules introduced by the Govt. of India, Ministry of work housing and supply in their standing order No.44150 Dated.25.11.07 and as amended from time to time.
43. Bid documents consisting of plans specification the schedule of quantities and set of terms and conditions of contract and other necessary documents can be seen in all offices issuing the documents during office hours every day except on Sunday and public holidays till last date of sale and receipt of tender papers. Interest bidders may obtain further information at the same address. But it must be clearly understood that the tender must be received in order and according to instructions.

Contractor

  
Block Development Officer,  
Danagadi.

44. Tenderers are required to go through each clause of PWD form P1 carefully in addition to the clause mentioned here in before tendering.
45. All reinforced cement concrete works should conform to detailed standard specifications, IRC code and Bridge Code section I, II, III, IV and VII & latest design criteria for pre-stressed concrete bridge specifically for road and bridges issued by MORT & H, Govt. of India.
46. Steel shuttering and centering shall be used which shall be lined with suitable sheeting and made leak-proof and watertight.
47. The department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
48. Concrete should be machine mixed, unless otherwise ordered in writing by the executive engineer. The contractor should arrange his own concrete mixer, Vibrator and pumps etc. for this purpose at his own cost.
49. Cement shall be used by bags and weight of 1 bag of cement being taken as 50 Kg.
50. The contractor should arrange the materials like steel, cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work within the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
51. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates, whichever is higher.
52. If the contractor removes Govt. materials supplied to him from the site of work with a view to dispose off the same dishonestly, it shall be in addition to any other liability civil or criminal arising out of his contract bill liable to pay a penalty equivalent to 5 times the price of the materials according to the stock issue rate or market rate, whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time there after become due to the contractor or from his security deposit or from the proceeds of the sale there-of.
53. The selected contractor may take delivery of departmental supply according to his need for the work, issued by the B.D.O. Danagadi, subject to the availability of the materials. The tenderer shall make all arrangement for proper storage of materials; but no cost for raising sheds for storage, pay of watchman etc. will be borne by the department. The department is not responsible for considering the theft of materials at site. It is the Contractor's risk. Under any such plea, if the tenderer stops the work, he shall have to pay the full penalty as per clause of P1 agreement.
54. The department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the department or current market rate, whichever is higher.
55. All the materials which are to be supplied from store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required size in case of MS rods or Tor Steel/ MS angles, Ts and Joists etc. After the issue from the store, the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage. Cut pieces of steel more than 1 mtr in length will be returned by the contractor at the issuing stores, without conveyance charges.
56. Though departmental issue of Cement & steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves, cement, steel bitumen & every sorts of materials from approved manufacturer and get it tested in the departmental laboratory and get it approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future. The cost of cement, bitumen and steel shall be reimbursed only after production of relevant documents in support of purchase of required grades from the authorized and approved suppliers.
57. TOR rods plates and structural members will be supplied in quantity, length and size in the stock. For payment of Reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. And their weight calculated as per sectional weight prescribed by the Indian Standard specification or as directed by the Engineer-in-charge (Wastage of bars and unnecessary lapping will not be considered for measurement and payment).
58. The tentative alignment of the proposed bridge has been shown in the enclosed drawing. However, the department has got the rights to shift the actual bridge position within a reasonable range in U/S and D/S.
59. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
60. After completion of the work, the contractor shall arrange at his own cost, all requisite equipment for testing one unplugged well and specified span free of cost as directed by the Engineer-in-charge and bear the entire cost of the test.
61. Measurement of earthwork in road and canal embankment will be done by section measurement after the earth is consolidated including rolling with hand or power roller and sheep foot roller at optimum moisture content and no extra payment will be made for jungle clearance for taking earth from the borrow area. Earthwork from cutting will be economically utilized in filling.
62. The stock of (building road and irrigation structures) metal and gravel will be measured in boxes of 1.5 m X 1.5 m X 0.5 m which will be taken as 1.5 m X 1.5 m X 0.44 m = 1 Cum. The softing stone will be measured in the suitable stacks with deduction for voids @ 1/6<sup>th</sup> of the volume or more depending upon the looseness of stacking, which would be determined on actual observation and deduction.

Contractor

  
Block Development Officer,  
Danagadi.

63. The machineries, if available with the department, may be supplied on hire as per charges noted in the enclosed statement, subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-charge.
64. In the event of any delay in the supply of the department road roller for unavoidable reasons, no extension time will be granted to the contractor under any circumstance.
65. The tenderer should furnish along with their tenders, a list of works, which are at present in their hand in the prescribed proforma enclosed herewith.
66. Sinking of wells shall be measured from the bottom of well cap up to bottom of cutting edge or 15 cm above low water level, whichever is less.
67. All method of sinking including pneumatic sinking by employment of divers and other equipment shall be included in the rate. Removal of trees, logs of trees, or isolated boulders and desilting of sand or earth from existing well, rectification of tilt and shift, if any, etc. shall also be included within the rate of sinking.
68. The depth of foundation indicated on the drawing are provisional, but these may be altered, if necessary, in the light of the nature of strata indicated by boring, which must be taken in advance of actual execution of foundation.
69. When resort has to be made for sinking the wells by air lock and vacuum chamber method, rates there of shall be pre-decided by the authority accepting the tender.
70. Construction of cofferdam or island or the work of open excavation or dressing or labour for laying well curbs shall be included in the rate of well sinking.
71. For concreting the bottom plugs of the well under the method of providing concrete should be either with tremie or any other approved method as well be directed by the Engineer-in-charge, with 10% extra cement to be used for under water concreting without any extra cost to the department.
72. No claim will be entertained in respect of difficulties during sand blowing met with during sinking of wells.
73. No part of the bearing for the superstructure shall be allowed to rest on the noses of the piers.
74. Tor steel mesh reinforcement shall be provided in the concrete of the Girders on the Caps of the piers/ abutments immediately in contact with the bearing to ensure proper distribution of heavy load.
75. Lugs & Grooves shall be provided in the bearings to prevent them from skewing and getting out of alignment.
76. Inspection by the Director General of Supplies and Disposals of the bearing during manufacture and X-Ray or Gamma-Ray examination of casting's thickness more than 8" and load testing of bearing, if considered necessary, shall have to be carried out at the contractor's cost. The same procedure for testing may have to be followed for ribbed bearing manufactured by widening.
77. a) It should be clearly understood that the joints of bars are to be provide with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge.  
b) Concrete test specimens 150mm X 150mm X 150mm in size (whether or plain or reinforced concrete) for the testing shall be taken for each structural member by representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer. The Contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the departmental control. Test should be carried out in accordance with the stipulations in bridge code section- III.  
c) Test specimen shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of these specimen did not give a correct indication of the actual quality of concrete.  
d) Plain concrete and reinforced concrete specimens will be tested in govt. research laboratory at Bhubaneswar or Zonal laboratory at Cuttack. Cost of testing of all specimens and samples will be borne by the contractor.  
e) The construction of well standing by injecting cement or grout in coarse aggregate placed in position shall not be permitted.  
f) The thickness of cement concrete in top plugging should be as per departmental drawing.
78. In well sinking the maximum tolerance permissible in tilt is 1:80 and the shift is 150 mm to the normal direction. Where it is not possible to work these tolerance, the contractor shall carry out suitable remedial measures as may be directed by the Engineer-in-charge to overcome the adverse effects of the tilts and shifts without any extra cost to the department and without any damages to the well. Any additional work, necessary consequent upon the excess tilt and shift, shall be carried out by the contractor, at no extra cost to the department.
79. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
80. If the well is beyond rectification, the well shall be rejected. The well has to be abandoned and another well to be sunk at a suitable location at the cost of the contractor. The tilt and shift of the well including compensation is to be abided as per the clauses of MORT & H for roads & Bridges.
81. No claim for carriage of water, what-so-ever, will be entertained.
82. The contractor shall employ 1 or more engineering Graduate or diploma holders as apprentice at his cost, if the work as shown in the tender exceeds Rs. 2, 50, 000/-. The apprentices will be selected by the Superintending Engineer. The period of employment will commence within 1 month after the date of work order and would last till the date when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than emolument of personnel of equivalent qualification employed under govt. The no of apprentices to be employed should be fixed by the Superintending Engineer in the manner so that the total expenditure does not exceed 1% of the tender cost of the work.

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83. Special class contractor shall employ under him 1 graduate engineer and 2 diploma holders belonging to the state of Orissa. Likewise, A-Class contractor shall employ under him 1 Graduate engineer or 2 diploma holders belonging to state of Orissa. The contractor shall pay to the engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the state govt. of Orissa. The engineer-in-Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders, if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide Schedule - B.
84. It is the responsibility of the contractor to procure and store explosive required for blasting operation. Department may render necessary possible help for procuring license.
85. Orissa Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974. The Orissa Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
86. **Amendment of existing Clauses:** - By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes, octroi, other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in-Charge of the work and his authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.
87. The prevailing percentage of I.T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.
88. **The amount put to tender is exclusive of 12% GST. The intending bidder should offer their rates which shall be exclusive of GST applicable as per norms. GST as applicable will on works contract shall be paid over the bill amount at the time of payment of bill.**
89. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Executive Engineer with their bills, failing which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
90. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
91. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
92. **Sample of all material** - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Executive Engineer.
93. **Trial Boring** - The foundation level as indicated in the body of the departmental drawing is purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level while quoting his rates for tender the contractor shall take in to account of the above aspects.
94. Any defects, shrinkage or other faults which may be noticed within 36 (Thirty six) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road for three years from the date of successful completion of the work.
95. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.

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96. Gradation of ingredients: The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant I.S. Code/ I.R.C. code/ MoRT&H specifications.

97. Tilts and shifts

- a) Maximum permissible shift is 150 mm.
- b) Maximum permissible tilt is 1:80.

98. Payment for variation in price - (Vide Works Department Memorandum No-12073 /W Dt. 7.4.1986, 14379 Dt. 22.06.1991 and No-222874 Dt. 24.10.1992)

a(i). "If during the progress of the work the price of any material (excluding the cost of Steel, Cement & bitumen) incorporated in the work (not being materials supplied from the Engineer-in-charges store) increases or decreases as a result of increase or decrease in the average wholesale price index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials (incorporated in the work) such increased or decreased price, then he shall be entitled to reimburse or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the Average Wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him:-

Formula to calculate the increase of decrease in the price of materials.

$$Vm = 0.75 \times \frac{Pm \times R \times (i - io)}{100 \times io}$$

$Vm$  = Increase or decrease in the cost of work during the quarter under consideration due to change in the price of the materials.

$R$  = the value of work done in Rupees during the quarter under consideration.

$io$  = The average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time.)

$i$  = The Average Wholesale Price Index (all commodities) for the quarter under consideration.

$Pm$  = Percentage of materials component as per sub-clause of this clause.

• (ii)-Where original contract period is one year or above, Increase/ decrease of cost of steel, cement and bitumen are to be paid / recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs. 50,000/- and with prior approval of the E.I.C. /Chief Engineer (as the case may be) when the claim is up to Rs. 50,000/-. Recovery in case of decrease shall be made by concerned B.D.O. from the contractor, immediately.

The cost shall be determined as follows: -

1. Steel ..... Rate as fixed by steel authority of India Limited (SAIL)
2. Cement ..... Average factory price of three manufacture of cement inside the state.
3. Bitumen ... Rate as fixed by Indian Oil Corporation Limited (IOCL)

a (iii)-Where original period of contract is six months and below one year, Increase/ decrease of cost of steel, cement and bitumen are to be paid / recovered. Payments in case of increase are to be made with prior, approval of Government when the total claim is more than Rs. 50,000/- and with prior approval of the E.I.C. /Chief Engineer (as the case may be) when the claim is up to Rs. 50,000/- subject to fulfillment of the conditions mentioned below.

(1) The cost shall be determined as follows: -

- Steel... Rate as fixed by steel authority of India Limited (SAIL).  
Cement... Average factory price of three manufacture of cement inside the state.  
Bitumen... Rate as fixed by Indian Oil Corporation Limited (IOC)

(2) Cost of the project should be more than 50.00 lakhs. However the differential cost of such material may be paid to the contractor after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.

(3) Contractor has to submit the vouchers showing procurement from an authorized dealer for the said work within 28 days before utilization of steel, cement & bitumen.

(4) Differential cost will be allowed only for the original agreement period, but not for the extended period even through it might have been validly extended.(vi) Differential cost will be allowed only after successful completion of the work as per the approved work programme. Stipulation contained in the existing clause 31(f) Recovery in case of decrease shall be made by concerned Block Development Officer from the contractor, immediately.

(b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages then he shall be entitled to reimburse or liable to refund quarterly, as the case may be such an amount as shall be equivalent to the 75% plus or minus difference in between the minimum wages for labour which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

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Formula to calculate the increase or decrease in the price of Labour.

$$VI = \frac{0.75 \times PI \times R \times (i - i_0)}{100 \times i_0}$$

VI = Increase or decrease in the cost of work during the quarter under consideration due to changes in the minimum wages rate of labour.

R = the value of work done in Rupees during the quarter under consideration.

$i_0$  = the minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

$i$  = the minimum wages for labour prevailed during the quarter under consideration.

PI = Percentage of labour component (as per sub-clause).

- c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel oil being the representative item for the price adjustment) increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays, such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund. Quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below: -

$$0.75 \times K2 \times R \times (D2 - D1)$$

$$KI = \frac{\dots \times \dots}{100 \times D_1}$$

KI = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P. O. L.

R = the value of work done in Rupees during the quarter under consideration.

D1 = Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D2 = Average Price per liter of diesel oil which is fixed during the quarter under consideration.

K2 = Percentage of P. O. L. component as per sub-clause.

- d) The following shall be the percentage of materials, labour and P. O. L. component for reimbursement/ refund on variation in price of material, labour and P. O. L. as per sub- classes (a), (b) and (c) of this Clause.

Category of works	Contractor' Supply			Departmental supply of materials
	% Of Materials	% Of Labour	% Of P.O.L.	
Irrigation work				
a) Structural works	20%	30%	5%	45%
b) Earthwork, Canal work, Embankment work etc.	20%	60%	5%	15%
R&B Works				
a) Bridge work	20%	30%	5%	45%
b) Road work	45%	40%	5%	10%
c) Building works	*30%	30%	5%	35%

(\* Where brick is supplied by the Department, it should be 20% instead of 30%)

- d) Vide Works Department letter No-21369 dated-22.09.91, the reimbursement i refund on variation in price of materials, (except steel, cement and bitumen which will be governed as per clause no 31(a-ii) &(a-iii), labour and P.O. L. as per sub-clauses (a-i), (b) and (c) of this clause 31 shall be applicable in the following manner.

"In term of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation is admissible at all. In case of work where the stipulated period of completion is one year and more escalation on account of price variations would be admissible only for the remaining period after excluding the first one-year period thereof, provided that the work has been carried out by the contractor in term of the relevant provision of the Agreements. In the situation, where the period of completion initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from."

- e) The contractor shall for the purpose of sub-clauses (a), (b) & (c) of this clause keep such books of Account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representatives of Govt. and further, hall at the request of the Engineer-in- Charge furnish, verified in such a manner as the Engineer-in- Charge may require any document kept and such other information as the Engineer-in-Charge may require The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labour and/ or price of P.O.L. give notice thereof to the Engineer-in- Charge stating that the same is given pursuant to this condition together with an information relating thereto which he may be in a position to supply.

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99. For diversion road the contractor will have to make his own arrangement to make the same in private land if necessary for which agreement of such land by the side of C.D. works and the rental charges for such private land shall be borne by the contractor including the proper maintenance with lighting arrangements during the night time and signaling during day time and barricading etc. till the C.D. works are opened to the traffic. No extra rate will be paid to the contractor for the above rental charges etc. His rates in the tender for other items shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.
100. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his cost. No extra payment by the Department will be made on this account and no claim what-so-ever will be entertained on this ground. The rates quoted by the contractor should be inclusive of all such charges.
101. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the Officer-in-Charge/ Engineer-in-charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated, signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to contractor (c), owing the instructions of the Department. The order Book shall be the property of, the Office-in-charge and shall not be removed from the site of work without written permission of the Engineer-in-charge and to be submitted to the Engineer-in-charge every month.
102. The tenderer should conduct three bores at each pier and S.B.C. of soil at foundation level and abutments location and furnish the test results in conformity with I.R.C. code at his own cost before execution of the work and rates quoted by the contractor should be inclusive of such bores and S.B.C. tests etc. without any extra cost to the Department.
103. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.
104. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause 11 of the PI Contract.
105. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Detailed Standard Specification, P.W.D. Code, Bridge code and MoRT&H specifications with latest revision / amendment are also binding on the part of the contractor.
106. No part of the contract shall be sublet without written permission of the concerned B.D.O. or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.
107. The contractor should attach the certificate in token of payment deposit with the registration authority as per circular of the Government relating to his registration.
108. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
109. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the bridge site etc. are the responsibility of the contractor.
110. The rate for each work of concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rates will be inclusive of this.
111. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
112. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim book not maintained from the commencement of the work, are liable to be summarily rejected. The claim book is the property of the Block and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department whichever is earlier for record.
113. Number of tests as specified in I.R.C./ MORT&H / I.S.I specification required for the construction of roads/ bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in charge and on both the accounts the cost shall be borne by the contractor.
114. Besides, the firm / contractor shall install full-fledged field laboratory at work site for conducting required tests as per IRC / MoRT& H / ISI requirements at his own cost for providing sufficient opportunity for checking from time to time. An Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of Superintending Engineer and above. After completion of the road in all respects the road furniture's should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.

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115. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department
- (a) Making a false statement or declaration.
  - (b) Past record of poor performance.
  - (c) Past record of abandoning the work half way/ recession of contract.
  - (d) Past record of in-ordinate delay in completion of the work
  - (e) Past history of litigation.
116. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
117. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentivising the tenderer.

118. ADDENDUM TO THE CONDITION OF P1 CONTRACT

Clause-2(a) of P1 Contract:-TIME CONTROL:-

2.1. Progress of work and Re-scheduling programme.

2.1.1 The Block Development Officer shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge/ BDO for approval a Programme commensurate to Clause no.2.1.3 showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4<sup>th</sup> of the whole of the work before 1/4<sup>th</sup> of the whole time allowed under the contract has elapsed, 1/4<sup>th</sup> of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4<sup>th</sup> of the whole of the work before 3/4<sup>th</sup> of the whole time allowed under the contract has elapsed.

2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual progress of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

2.1.6 The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events

2.2 Extension of the Completion Date.

2.2.1 The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 5th day or such time period as mentioned in letter of Award after the date on which the BDO issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

2.2.2 As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the B.D.O. and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the BDO but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the BDO to proceed with the works.

i) Force majeure, or

ii) Abnormally bad weather, or

• Serious loss or damage by fire, or

• Civil cognition, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.

• Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.

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vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or

vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

2.2.4. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

2.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the B.D.O in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be bar for giving a fair and reasonable extension by the B.D.O. and this shall be binding on the contractor.

2.3. Compensation for Delay.

2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month of for delay of work, delay to be completed on per Day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause 2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

2.4. Management Meetings.

2.4.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of management meetings shall be, to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

Clause-2 (b) of Percentage Rate P1 Agreement: - Rescission of Contract (Amendment as per letter No.10639 dt.27.05.2005 of Works Department, Orissa):-

To rescind the contract (of which rescission notice in writing to the contractor under the hand of the B.D.O shall be conclusive evidence), 20% of the value of left over work will be realized from the contractor as penalty.

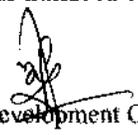
119. Cess @ 1% of the agreement cost shall be deducted from contractor bill as per circular of Govt. of Orissa Labour and Employment Department vide letter No 3757/ Dt 25.04.2009.

120. ELIGIBILITY CRITERIA: To be eligible for qualification, applicants shall furnish the followings as well as mentioned in check list:

- Required E.M.D as per the clause No. 10.
- Copy of valid Registration Certificate, Valid GSTIN certificate, copy of valid license, proof of Danagadi P.S. registered contractor, or affidavit as per clause No 11. PAN card along with the tender documents and furnish the Original Registration certificate, GSTIN certificate and Pan card, for verification within 3(three) days of opening of the tender before tendering authority as per Clause No.10.
- DTCN duly signed by the contractor on each and every page.
- Bank Draft towards cost of Tender Paper if downloaded or Money Receipt as per Clause No 5.

**Total: - 120 (One hundred twenty) clauses only.**

Contractor

  
Block Development Officer,  
Danagadi.

**SCHEDULE-A (CERTIFICATE OF NO RELATIONSHIP)**

I/We hereby certify that I/We\* am/are\* related/not related (\*) to any officer of PR Deptt. of the rank of Assistant Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the P.R Deptt, Govt. Of Odisha. I/We\* am/are\* aware that, if the facts subsequently proved to be false, my/our` contract will be rescinded with forfeiture of E.M.D and security deposit and I/We\* shall be liable to make good the loss or damage resulting from such cancellation. I/We also note that, non-submission of this certificate will render my / our tender liable for rejection.

(\*Strike out which is not applicable

**SCHEDULE-B CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE ENGINEER/DIPLOMA HOLDERS (For special class / "A" class contractors only).**

I/ We hereby certify that at present the following Engineering personnel are working with me / in our firm / company and their bio-data are furnished below.

Sl. No.	Name of the Engineering personnel appointed for supervising contractor's work with address	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous	If they are superannuated / retired / dismissed or removed personnel from state Govt. / Central Govt. / Public Sector undertaking / Private Companies and or any one ineligible for Government service.
1	2	3	4	5	6	7

**SCHEDULE- C FORMAT OF AFFIDAVIT**

- The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
- The undersigned also hereby certifies that neither ~~Me~~ firm M/s \_\_\_\_\_ nor any of its constituent partners have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid. 3.The undersigned hereby authorized and request (s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
- The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signed by an Authorized Officer of the firm)

Title of Officer :

Name of Firm :

Date: :

 Block Development Officer, Danagadi	APPROVED FOR 19 (Nineteen) pages only   Addl. Project Director (Tech.), DRDA, Jajpur
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Sold for the work -Improvement of road with CD work from Rugudahi to Mahalisahi , G.P- Kiajhar, Danagadi Block" on payment of Rs. 6000/- (Rupees Six Thousand) only vide Money Receipt No ..... Dt ..... against BC / Bank Draft No..... Dt..... payable at SBI Duburi Project, Danagadi.

  
 Block Development Officer,  
 Danagadi.

## BILL OF QUANTITIES

Name of the Work – **improvement of road with CD work from Rugudisahi to Mahalisahi, Kiajhar.**

Sl No	Description of item of work	Quantity	Unit	Rate in Rs.	Amount In Rs
1	2	3	4	5	6
1	Earth work in excavation of foundation in trenches in hard soil or gravelly soil except sheet rock requiring blasting to proper profile with all leads, lifts and delifts to proper section and profile including dressing & leveling the bed upto required depth and making it fit for laying concrete and depositing the excavated materials away from the work site with all leads and lifts including dewatering, if necessary from foundation complete as directed by Engineer-in-charge	110.57	One Cubic meter	134.43	14864.00
2	Filling in Foundation and Plinth and floor with sand, watered and rammed including all cost of sand, conveyance, royalty with labour and T & P required for the work. Including cess as per direction of Engineer-in-charge.	245.85	One Cubic meter	538.59	132412.00
3	Cement Concrete of proportion (1:3:6) using 4cm and downgraded size Hard Granite Crusher Broken metal for foundation, flooring concrete approved quality from approved quarry including hoisting, lowering and laying concrete to the required level ramming, watering, curing etc. complete including cost, conveyance, royalty of materials with all labour charges and cess as directed by Engineer-in-Charge.	339.50	One Cubic meter	4078.97	1384810.00
4	P.C.C. work of M-15 grade in open foundation with 40mm and down grade black hard granite crusher broken Stone aggregates, including hoisting, laying, etc all complete including cost, conveyance, royalty and cess as per direction of Engineer-in-charge.	41.61	One Cubic meter	3868.87	160984.00
5	Cement concrete (1:2:4) using 12mm size crusher broken hard granite stone chips, including hoisting and laying, including cost, carriage, royalty of all materials, labour, T&P, cess, etc all complete.	245.00	One Cubic meter	5219.70	1278826.00
6	Supplying all materials, T&P fuel and hire charges of vibrator for compaction of concrete.	584.50	One Cubic meter	42.40	24783.00
7	Supplying and providing 12mm thick bitumenous expansion joint board as per direction of Engineer-in-charge.	48.65	One Square meter	589.08	28659.00
8	Labour for laying and fixing 600mm dia NP3 RCC humepipe in position, jointing with cement mortar (1:3).	7.50	One mtr	28.10	211.00
9	Cost of 600mm dia NP3 RCC hume including TC	7.50	One mtr	2199.79	16498.00

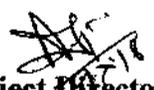
	Labour for laying and fixing 900mm dia NP3 RCC humepipe in position, jointing with cement mortar (1:3).	15.00	One mtr	42.40	636.00
	Cost of 900mm dia NP3 RCC hume including TC	15.00	One mtr	4191.98	62880.00
12	Rigid and smooth centering & shuttering at all heights of all types of work using required scaffolding, T & P, centering shuttering including all taxes of materials cost of scaffolding conveyance and dismantling and disposing debris clear of work site complete to receive reinforcement grills and concrete as per direction of Engineer-in-charge				
a)	For RCC foundation, column base, plinth bend, Mass concrete etc.	684.33	One square meter	86.72	59345.00
13	6 MM thick cement plaster in C.M.(1:4) finished smooth on concrete surface, including cost, carriage, royalty of all materials and labour, etc all complete as per direction of Engineer-in-charge.	124.33	One square meter	94.06	11694.00
14	Filling foundation and plinth with excavated earth, watered and rammed.	31.82	One Cubic meter	89.62	2852.00
15	Supplying all labour, T&P for earth work in all kinds of soil within 5km lead by mechanical means including rough dressing.	334.75	One Cubic meter	165.61	55438.00
16	Providing of display board of size 1.20m x 1.20m x 0.25m(thick) above G.L. and 0.45m below G.L. and shall be plastered, painted and writing etc. complete as per direction of Eng. In.charge..	1	One No.	3000.00	3000.00
<b>Total</b>					<b>3237892.00</b>

Total 16( Sixteen) items Only (Rupees Thirtytwo Lakh Thirtyseven Thousand Eight Hundred Ninety two only.

Approved

  
Asst. Executive Engineer, Danagadi

  
BDO, Danagadi

  
Addl. Project Director (Tech.),  
DRDA, Jajpur

My / our quoted rate is \_\_\_\_\_  
(and words) excess over / less than / equal to the above estimated cost.

% (both in figures

Signature of Tenderer

# **CHECK LIST**

(To be filled up by the contractor)

Sl. No.	Documents	Submitted		Page No.	Issuing authority
		Yes	No.		
1	2	3	4	5	6
1	Cost of tender paper				
2	Copy of valid license				
3	Copy of valid I.T. / Pan Card				
4	Copy of GSTIN certificate				
5	Required EMD in approved form				
6	No relation Certificate				
7	Affidavit of no litigation				
8	Affidavit of authenticity of true document attached				
9	Proof copy of Danagadi Panchayat Samiti registered contractor certificate				
10	Valid E-Mail Address				
11	Valid mobile number				

Certified that all the information mention above have been attached with the tender paper & are true and correct to the best of my Knowledge & belief.

Contractor

  
Block Development Officer  
Danagadi.

**NOTES**

1. The contractor should not write anything excepting quoting of percentage and in any case anything else regarding tender rate is mentioned, the tender is liable for rejection.
2. Percentage quoted by the tenderer shall be accurately filled in words and in figures.
3. Strike out which is not applicable. If the tenderer quotes the percentage without mentioning excess or less, it will be considered as excess.
4. Percentage should be quoted up to 2 (Two) digit after the decimal point.

5. Rate of all items are inclusive of cost, carriage, royalty and other taxes of materials.

**Tenderer**

No of Corrections \_\_\_\_\_

No of Over writings \_\_\_\_\_

No of Interpolations \_\_\_\_\_

  
Block Development Officer  
Danagadi.